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NCBC GULFPORT  
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PARTNERSHIP AGREEMENT BETWEEN SOUTHERN DIVISION, NAVAL FACILITIES  
ENGINEERING COMMAND AND THE AIR FORCE CENTER FOR ENVIRONMENTAL  
EXCELLENCE EASTERN REGION FOR THE SITE INVESTIGATION AND REMEDIATION OF  
THREE FORMER HERBICIDE ORANGE STORAGE AREAS NCBC GULFP  
3/10/1994  
NAVFAC SOUTHERN DIVISION

39501-SITE 8 INCINERATION

19.02.08.0008

**PARTNERING AGREEMENT  
BETWEEN  
SOUTHERN DIVISION, NAVAL FACILITIES ENGINEERING COMMAND  
AND THE  
AIR FORCE CENTER FOR ENVIRONMENTAL EXCELLENCE  
EASTERN REGION**

**I. PURPOSE**

The purpose of this Agreement is to facilitate the continuation of ongoing cooperative efforts between representatives of Southern Division, Naval Facilities Engineering Command ("SOUTHNAVFACENGCOM") and the Air Force Center for Environmental Excellence, Eastern Region ("AFCEE-CCR-A") for the site investigation and eventual final remediation of three former Herbicide Orange storage areas (known herein as Areas "A, B & C") located onboard Naval Construction Battalion Center, Gulfport, Mississippi ("NCBC Gulfport"). By entering into this Agreement the parties acknowledge their respective responsibilities to ensure accomplishment of this intended purpose.

**II. BACKGROUND**

Herbicide Orange (2, 4, 5-Trichlorophenoxyacetic acid) was stored at NCBC, Gulfport from 1968 to 1977 until its use was discontinued by the Department of Defense. After the removal and disposal by incineration at sea of approximately 850,000 gallons of this herbicide, the USAF instituted a site monitoring program onboard NCBC Gulfport to determine the extent and magnitude of dioxin contamination.

Initial remedial efforts were conducted by the USAF from November 1987 to November of 1988 under the terms of a RCRA RD&D permit issued by the Environmental Protection Agency ("EPA"). Approximately 15,000 cubic yards of contaminated soil was excavated from Areas A, B, and C and was then incinerated to a clean-up level of 1.0 part per billion (ppb). The

incinerated ash was placed on a portion of Area A.

In November 1988, the USAF submitted to EPA Headquarters ("HQ EPA") a petition for delisting of the ash as a RCRA hazardous waste. Draft sampling and analysis plans for the ash and groundwater were submitted to HQ EPA in February 1992 to supplement operational data which was presented in the original delisting petition. After completing its review of the supplementing data in May 1992, HQ EPA indicated by letter that additional sampling data would need to be provided.

In September 1992, a meeting was held between SOUTHNAVFACENGCOM, Mississippi Department of Environmental Quality ("MDEQ"), and EPA Region IV representatives. At that meeting, EPA confirmed that additional ash sampling and groundwater monitoring would need to be performed to support approval of the delisting petition. In April 1993, AFCEE-CCR-A sponsored a meeting attended by representatives from SOUTHNAVFACENGCOM, MDEQ, and EPA Region IV at which agreement was reached on the following:

- a. That the portion of Area A where the ash was deposited is a RCRA regulated unit, but that if the ash were delisted that the site would no longer be so regulated;
- b. That additional information on ash and groundwater quality must first be obtained before regulatory approval from HQ EPA could be given for ash delisting / disposition;
- c. That MDEQ will serve as lead agency for future groundwater sampling and analysis oversight with review/concurrence by EPA Region IV.

### **III. RESPECTIVE RESPONSIBILITIES**

AFCEE-CCR-A will provide project funding as hereinafter specified in this Agreement and will assist SOUTHNAVFACENGCOM with project management related responsibilities.

SOUTHNAVFACENGCOM shall have overall responsibility for project management to include being the point of contact for communication with EPA and MDEQ. SOUTHNAVFACENGCOM agrees to obtain AFCEE-CCR-A concurrence prior to making any commitment to either EPA or MDEQ which could result in a demand for additional USAF funding. AFCEE-CCR-A will also be advised of and invited to attend all work progress or compliance meetings to be held with the remedial contractor, EPA, and/or MDEQ.

It is agreed that by contract with an environmental consulting firm SOUTHNAVFACENGCOM will pursue those activities and prepare for submission to MDEQ and/or EPA those ash and groundwater sampling and analysis plans and reports specified in Paragraph IV below. Thorough Laboratory analyses of the ash and groundwater samples will include analysis for the complete list of RCRA Appendix IX parameters. Although it is not currently contemplated that further site investigative activities need to be performed in the immediate future in connection with Areas B or C, the Parties acknowledge that pending Consent Order negotiations with MDEQ could result in an expansion of the anticipated scope of required investigative activities which could, in turn, require the amendment of this Agreement to reflect those revised requirements.

It is understood that upon receipt of initial ash and groundwater sampling results, that a determination will need to be made in consultation with appropriate HQ EPA and MDEQ officials as to whether to continue to pursue the previously submitted delisting petition. The Parties acknowledge that the terms of any future Consent or Unilateral Order as may be issued by MDEQ or EPA may well dictate that determination. The Parties agree that should ash delisting still be feasible notwithstanding any such Order(s), the specific responsibilities of each Party in

connection therewith will be addressed in an amendment to this Agreement.

#### IV. FUNDING ARRANGEMENTS

The Parties agree that the \$850,000.00 in FY93 DERA funding recently provided to SOUTHNAVFACENGCOM by AFCEE-CCR-A will be utilized to facilitate completion of the following ash and groundwater related sampling and analysis efforts:

- (a) The development of ash sampling and groundwater monitoring plans for submittal to MDEQ/EPA;
  - (b) The installation of groundwater monitoring wells and quarterly sampling and laboratory analysis for one (1) year;
  - (c) Quarterly data interpretation and reporting;
  - (d) The development of an addendum to the delisting petition;
  - (e) Travel and salary costs for SOUTHNAVFACENGCOM (Code 18);
  - (f) Travel, training and salary costs for NCBC Gulfport (Code 12)
- in support of IRP (\$8,000.00 allocation).

#### V. AGREEMENT EXTENSION / AMENDMENT

The Parties acknowledge that this Agreement represents their respective commitment towards the goal of achieving successful final remediation of former Herbicide Orange storage Areas A, B & C onboard NCBC Gulfport. It is agreed that any additional investigative efforts as well as all future remedial activities required by MDEQ or EPA in regards to these sites shall be pursued in such a cooperative framework through the execution of follow-on agreements or, if deemed appropriate, specific amendments to this Agreement. Consistent with this commitment,

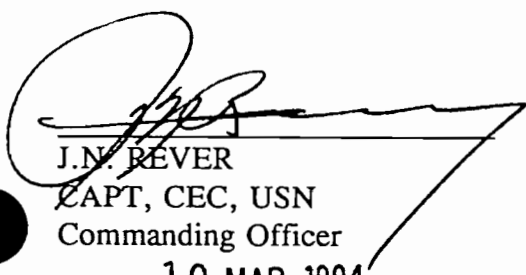
SOUTHNAVFACENGCOM agrees to use its best efforts to manage all future investigative and remedial activities so as to obtain the most cost efficient remedial remedy consistent with regulatory requirements and future facility utilization needs. In turn, AFCEE-CCR-A agrees to use its best efforts to obtain that additional funding as may later be determined by the Parties to be necessary for the completion of those activities.

## **VI. EXECUTION**

This Agreement is executed by the below named individuals on behalf of their respective agencies and shall become effective upon the date that the latter Party signs.

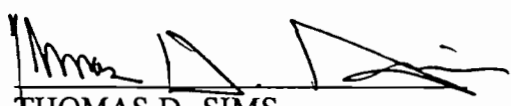
For SOUTHNAVFACENGCOM:

For AFCEE-CCR-A:



J.N. REVER  
CAPT, CEC, USN  
Commanding Officer

10 MAR 1994  
Date: \_\_\_\_\_



THOMAS D. SIMS  
Director,  
Regional Compliance Office  
Eastern Region

Date: MAR 31 1994